

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in compliance with D.N.J. LBR 9004-1(b)**

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In Re:

BED BATH & BEYOND INC., et al.,

Debtors.

Chapter 11

Case No: 23-13359 (VFP)

(Jointly Administered)

**RESERVATION OF RIGHTS BY BVCV UNION PLAZA, LLC TO NOTICE OF  
(I) PHASE 2 LEASE AUCTION AND POTENTIAL LEASE SALE HEARING AND  
(II) EXTENSION OF DATES AND DEADLINES RELATED THERETO  
/RESPONSE TO DOCKET NO. 1162/**

BVCV Union Plaza, LLC (“BVCV”), by its attorneys, submits this reservation of rights to the above-captioned debtors’ (the “Debtors”) *Notice of (I) Phase 2 Lease Auction and Potential Lease Sale Hearing and (II) Extension of Dates and Deadlines Related Thereto* (the “Notice”) *[Docket No. 1162]*.

1. BVCV is the landlord and debtor Buy Buy Baby, Inc. is the tenant under that certain Lease Agreement, dated November 19, 2010, as amended by that certain Amendment No. 1 to Lease Agreement, dated June 17, 2020, as further amended by that certain Amendment No. 2 to Lease Agreement, dated December 14, 2021 (collectively, the “BVCV Lease”).
2. The Debtors list the BVCV Lease on the Notice.

3. However, subsequent filings by the Debtors relating to the “Phase 2” lease sale process, including the Debtors’ *Supplemental Notice of Phase 2 Lease Auction, Qualified Bids, Lease Sale Hearing, and Related Lease Asset Information* [Docket No. 1392], *Notice of Successful and Backup Bidder with Respect to the Phase 2 Auction of Certain of the Debtors’ Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1428], and *Notice of Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1447], do not list BVCV or the BVCV Lease.

4. In the event that the Debtors should seek to assume and assign the BVCV Lease, the Debtors must cure any defaults under the BVCV Lease, and any order authorizing assumption of the BVCV Lease should require, in addition to payment of all amounts current due under the lease, a requirement that either the Debtor or the assignee be responsible for any reconciled CAM and property tax charges, even if those reconciled charges relate to periods prior to the date of assumption, as set forth under the BVCV Lease.

5. BVCV reserves its rights to supplement, modify, or amend this reservation of rights until such time as a final order is entered approving any assumption and assignment of, and cure amounts with respect to, the BVCV Lease.

6. BVCV also reserves all rights afforded to counterparties to executory contracts and unexpired non-residential real property leases under all applicable provisions of the Bankruptcy Code, 11 U.S.C. §§101 *et seq.*

Respectfully submitted,

Dated: July 25, 2023

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